IBP, Inc. *and* United Food and Commercial Workers Union, Local 700 a/w United Food and Commercial Workers International Union, AFL–CIO. Case 25–CA–25304

March 14, 2000

DECISION AND ORDER

BY CHAIRMAN TRUESDALE AND MEMBERS HURTGEN AND BRAME

On February 5, 1998, Administrative Law Judge Bruce D. Rosenstein issued the attached decision. The General Counsel filed exceptions and a supporting brief and the Respondent filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, IBP, Inc., Logansport, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Miriam C. Delgado, Esq. and *Julia Hamilton, Esq.,* for the General Counsel.

Howard L. Bernstein, Esq. and *Steven M. Bierig, Esq. (Katten Muchin & Zavis),* of Chicago, Illinois, for the Respondent-Employer.

Connie Dominguez Shaw, of Indianapolis, Indiana, for the Charging Party.

DECISION

STATEMENT OF THE CASE

BRUCE D. ROSENSTEIN, Administrative Law Judge. This case was tried in Logansport, Indiana, before me on October 17 and 18 and November 19, 1997,[1] pursuant to a complaint and notice of hearing (the complaint) issued by the Regional Director for Region 25 of the National Labor Relations Board (the Board) on July 31. The complaint, based upon an original charge filed on April 16, and an amended charge on May 30, by United Food and Commercial Workers Union, Local 700 a/w United Food and Commercial Workers International Union, AFL–CIO, CLC (the Charging Party or the Union), alleges that IBP, Inc. (the Respondent or IBP) has engaged in certain violations of Section 8(a)(1) of the National Labor Relations Act (the Act).

Issues

The complaint alleges that the Respondent discharged 14 employees because of their protected concerted activities,[2] engaged in independent violations of Secion 8(a)(1) of the Act including the enforcement of a rule that permits only IBP-issued stickers on hardhats selectively and disparately by applying the rule against employees who wore union stickers while permitting employees to wear other non-IBP-issued stickers on their hardhats,[3] and coercive interrogation.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent,[4] I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent is a corporation engaged in the slaughter of hogs and the sale and distribution of pork products, with an office and place of business in Logansport, Indiana, where it annually sold and shipped from its facility goods valued in excess of $50,000 directly to points outside the State of Indiana. The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

IBP operates 22 fresh meat packing plants across the country. The Logansport facility has operated without a union since its opening in October 1995. To date, no union has filed a petition to represent the subject employees.

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[1] There were no exceptions to the judge's finding that the Respondent violated Sec. 8(a)(1) by selectively and disparately applying its rule that permits only IBP-issued stickers on hardhats.

The General Counsel argues that, contrary to the judge, Elizabeth Mendoza did *not* testify that, when the employees returned to the plant seeking their jobs back, they told her they had earlier "quit" at that time. The overwhelming weight of the credited evidence, however, indicates that the employees used the word "quit" at numerous other relevant times, and we affirm the judge's findings in this regard and the conclusions that flow from those findings.

The General Counsel has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[1] All dates are in 1997 unless otherwise indicated.

[2] Guadalupe Barron, Jose Antonio Funez, Ever Garcia, Fernando Grimaldo, Francisco Miguel Francisco, Tomas Francisco, Siriaco Perez Escalante Domingo, Juan Antonio Pina, Jose Luis Rodriguez, Francisco Rojo Cuevas, Oscar Sanchez, Pascual Jimenez Santiago, Luis Sosa, and Guadalupe Navarro. At the inception of the hearing, the General Counsel withdrew the name of Guadalupe Navarro. Thus, the complaint now alleges that 13 employees were discharged by the Respondent. No adverse inference is taken that five of the above employees did not testify in the subject hearing.

[3] The Respondent amended its answer at the hearing to now admit this allegation which is alleged in par. 5(g) of the complaint. Thus, I find that the Respondent violated Sec. 8(a)(1) of the Act by selectively and disparately applying its rule of "No other identification of any kind is allowed on hard hats except for IBP-issued stickers" against employees who wore union stickers while permitting employees to wear other non IBP-issued stickers on their hard hats. See *Northeast Industrial Service Co.,* 320 NLRB 977 (1996).

[4] The General Counsel's unopposed motion to correct the transcript, dated January 8, 1998, is granted and received in evidence as GC Exh. 45.

At all material times, the key supervisory personnel in this case are Dan Paquin, plant manager, Rex Hofer, plant personnel manager, and Lonny Jepsen, corporate labor relations manager from Dakota City, Nebraska.

Due to the difficult and arduous nature of the slaughter business, the Respondent has experienced in excess of 3700 employees voluntary quitting their employment. Specifically, 992 employees voluntarily quit their employment between October 1, 1996, and May 31. The normal procedure when an employee voluntary quits his/her employment is to turn in the IBP-issued equipment to the supply room, where it is checked off by the supply room official, and an equipment clearance card is given to the employee. Additionally, the employee identification card is turned in and an exit interview form is provided that an employee can fill out if they choose to do so. Lastly, a termination report is filled out by the personnel department and while the employee does not sign the report, Respondent officials including Hofer execute the document.

B. Facts

On February 25, Respondent announced a change in its wage rates. New employee starting wages were increased from $7 to $8 an hour while incumbent employee wages were increased approximately 40 cents an hour. In order to inform employees, the Respondent posted the information throughout the facility and held individual department meetings. During the hide department 705 meeting on February 25, the employees through spokesperson Juan Pina, informed Dan Paquin that they were dissatisfied with the size of the raise. Pina said it was not fair for new employees to get a larger raise and the incumbent employees wanted the same $1-an-hour increase.

On February 27, a number of employees in the hide department asked their supervisor, Randy Story, to meet with them and discuss the wage increase. Story told the employees that he did not have any say in this area but promised to talk to his supervisors, Assistant Plant Superintendent Dennis Hamm and Plant Manager Paquin, to schedule a meeting and discuss it. On the same day, Paquin and Plant Personnel Manager Rex Hofer attended a meeting in another department and were told by a number of employees that the raise was unfair since incumbent employees were scheduled to receive an increase less than new employees.

On February 28, approximately 14 hide department employees arrived at the plant around 6:30 a.m. and went directly to the cafeteria since their shift was not scheduled to begin until 7:30 a.m. The employees began to discuss the wage increase among themselves and while they were talking, Elizabeth Mendoza (Elizabeth), an IBP orientation trainer and interpreter, joined the conversation about the wage increase. The employees apprised Elizabeth that they were interested in having a meeting with Paquin and Hamm to discuss the issue and requested that she serve as interpreter.[5] Shortly thereafter, a meeting was scheduled and took place in Hamm's office with the 14 employees, Elizabeth, Paquin, and Hamm in attendance. Several employees told Paquin and Hamm that the raise was unfair for incumbent employees and if they did not get a full $1-per-hour wage increase, they were all going to quit and find work elsewhere.[6] During the meeting, a number of employees also said that they could get a better job at Indiana Packers that paid a higher hourly wage rate. During the discussion, which lasted about an hour, Paquin repeatedly explained the business reasons for the wage structure and informed the employees that the wage increase was part of the new salary structure for the entire plant. He also compared the wage structure of IBP with that of Indiana Packers and showed the employees on a black board that they would be better off remaining at the Respondent.

In response, the employees reiterated that if they did not get a full $1 increase, they would quit their jobs. Paquin told the employees not to do anything hasty and said that if they went back to work, he would try and telephone corporate headquarters and they could discuss the matter later. Since the employees were unwilling to return to work, Paquin requested that they wait in the cafeteria while he decided what to do.

The meeting ended but employee Oscar Sanchez remained and told Paquin and Elizabeth that he did not want to quit his job and he would try to talk his coworkers out of quitting their jobs. A number of the employees stopped at their lockers to change clothes and pick up personal belongings before going to the cafeteria, while others proceeded directly to the cafeteria. The employees continued to discuss the wage raise among themselves until Elizabeth arrived in the cafeteria. She told the employees to stop being stubborn and to go back to work and think about the matter. Employee Ever Garcia said that if the employees did not get a $1-an-hour raise, they will quit. Shortly thereafter, Hofer arrived in the cafeteria and with Elizabeth serving as interpreter, told the employees that he could not do anything about the raise, and urged the employees to go back to work. Several of the employees stated that they were not going to go back to work until the matter was resolved. During this period, a coworker by the name of Corrales stopped by and said that a number of people downstairs were also upset about the raise. Elizabeth told Hofer in English what the employee said in Spanish. Hofer left the cafeteria and returned shortly thereafter with approximately six supervisors. He told the employees that if they were not going to return to work and intended to quit, they should proceed directly to the knife room and turn in their equipment. Someone in the group of employees said, "let's go," and Hofer and the other supervisors escorted the employees to the knife room and waited while they turned in their equipment and removed remaining personal items from the lockers. While the employees were in the knife room, Elizabeth asked them if they really wanted to quit their jobs and urged them not to quit. The employees said it was their right to quit and they intended to do so. One employee, Felipe Martin, asked Elizabeth if he could return to work. She told Paquin, who asked Martin whether he wanted to quit his job? Martin replied no, and Paquin permitted him to return to work. Paquin credibly testified, however, that after several employees finished checking in their equipment, he requested Hofer to take them to the personnel office to fill out their exit paperwork, but the employees refused and said, "We came as a group and we will go as a group." After all the employees turned in their equipment, they were escorted out of the plant and off the premises by the supervisors.

[5] The 13 employees primarily speak Spanish and whenever extensive discussions take place concerning work-related issues, an English interpreter is always used by Respondent.

[6] I specifically credit the testimony of Felipe Martin, Elizabeth, Hamm, and Paquin to this effect. This matter will be addressed more thoroughly later in the decision.

Around 2 p.m. on February 28, approximately half of the employees returned to the plant. They asked to speak with Elizabeth and when she arrived at the front gate the employees told her that they wanted their jobs back. According to Elizabeth, the employees also told her that they made a big mistake when they quit their jobs earlier that day and they were too proud and did not want to admit their mistake. Elizabeth told the employees that she would inform the personnel director that they wanted their jobs back and requested that they wait at the front gate while she checked with IBP officials. Elizabeth returned to the front gate a short while later and obtained the employees names and telephone numbers. She informed the employees that the personnel director was in a meeting but that he would contact the employees and let them know whether they could get their jobs back.

Personnel Director Hofer telephoned employee Luis Sosa at home on March 1, and told him to get his coworkers together and come to the plant on March 3, to discuss whether they could get their jobs back.

The majority of the employees returned to the plant on March 3, and were met at the plant entrance by Elizabeth and Corporate Labor Relations Official Lonny Jepsen, who introduced himself to the employees.[7] Each of the employees was told by Elizabeth that they would be admitted into the plant one by one to attend individual meetings with management officials. Approximately eight individual meetings took place with the employee, Elizabeth, and Respondent Representatives Jepsen, Paquin, and Hofer in attendance. Jepsen did the majority of the talking, but did not use a prepared list of questions during the individual meetings. For example, employee Jose Antonio Funez testified that Jepsen asked him if there was someone who was leading the employees to quit their jobs? He also asked how the people at the plant treated the employees and if they treated them badly? He then asked Funez if the employees wanted their jobs back? Employee Juan Antonio Pina testified that Jepsen asked him if there was a leader and he wanted to know how everything happened. Jepsen also asked him if he wanted his job back, and Pina said yes. Employee Jose Luis Rodriguez testified that Jepsen asked him what department he worked in, the type of work he did, and whether he wanted his job back? Elizabeth credibly testified that the word "quit" was used in each of the individual meetings and not one employee disagreed that they quit their jobs on February 28. At the conclusion of the individual meetings, Jepsen informed all of the employees who were waiting in an adjacent training room that they would be notified as to whether they could get their jobs back when they picked up their paychecks at the plant on March 6. After the employees left the plant, Jepsen along with Paquin and Hofer made the initial determination that the employees voluntarily quit their jobs. Jepsen returned to corporate headquarters and had additional discussions with high-level respondent officials concerning the issue. Because the deciding official was unavailable until early March 6, the final decision that the employees quit their jobs and were not eligible for reinstatement, was not made or communicated to Hofer until the morning of March 6.

When the employees returned on March 6, to pick up their paychecks, Hofer told them that the Respondent determined that they had voluntarily quit their jobs. Hofer credibly testified that IBP's established rehire policy prohibits for a period of 6 months the rehire of an employee who has voluntarily quit or resigned.[8]

The evidence establishes that none of the employees applied for unemployment compensation with the State of Indiana.[9] Additionally, three of the employees applied for work at Indiana Packers Corporation in early March 1997. One employee stated that the reason he left IBP was to go to Texas, a second employee stated it was to assist sick family members in Mexico, and the third employee did not give a reason for leaving IBP (R. Exhs. 1, 2, and 3). None of these employees stated that they were "fired" or "terminated" from IBP.

C. Analysis

The General Counsel alleges in paragraph 5 of the complaint that the Respondent discharged and refused to reinstate its employees because they concertedly complained about the amount of their wage increase and by engaging in a work stoppage over this issue. Likewise, the General Counsel asserts that about March 4, the Respondent interrogated its employees about their protected concerted activities. The Respondent takes the position that the subject employees voluntarily quit their jobs when they were informed that they would not receive the same wage increase as new employees. The Respondent argues that the individual employee meetings that took place on March 3, were held for the sole purpose of investigating the facts surrounding the issue of why the employees refused to return to work, and no coercive interrogation occurred at the meetings. It was after these meetings that the Respondent conclusively determined that the employees voluntarily quit their jobs because the announced wage increase for incumbent employees was smaller than the new employee wage increase.

The Board has held that Section 7 protects "concerted activities for the purpose of collective bargaining or other mutual aid or protection." No union need be involved, any activity by a single employee may be protected if it seeks to initiate, induce or prepare for group action. *Prill (Meyers Industries) v. NLRB,* 835 F.2d 1481 (D.C. Cir. 1987), cert. denied 487 U.S. 1205 (1988). This protection specifically includes discussions about wages between two or more employees. *Trayco of S.C.,* 297 NLRB 630, 633 (1990).

Contrary to the position advanced by the General Counsel, I find that the subject employees were not discharged for engaging in protected concerted activities when they complained about the amount of their wage increase or for engaging in a

[7] Jepsen informed Hofer on March 1, that he wanted to meet with the employees on March 3, and would travel to Logansport on Monday morning for this purpose. Employee Guadalupe Barron did not return with the other employees on either February 28 or March 3. Rather, he went to the plant alone on March 4, found Elizabeth and requested that she schedule a meeting with Hofer as he needed his job back. A meeting did occur, and Hofer told Barron that he would have to talk with other supervisors about whether he could get his job back. During the meeting, Hofer asked Barron who was the person who organized the event and how did the people quit. Barron replied that "he should not look for one person, that we all did this voluntarily."

[8] The evidence establishes that employees Sosa and Funez applied for reinstatement after March 6, however, both of their applications were date stamped within the 6-month period and under the Respondent's rehire policy were legitimately not acted upon.

[9] I credit Union Representative Connie Shaw's testimony that it is shameful for Mexican men to apply for unemployment compensation and she never suggested that the subject employees apply because of this reason. Despite this conclusion, I do not find that it is dispositive in reaching my decision in this case.

work stoppage over this issue. Rather, I find that the employees voluntarily quit their jobs. Likewise, I find that the March 3 individual meetings were investigatory in nature in order to uncover the facts surrounding the reasons the employees refused to return to work on February 28, and were not violative of the Act.

I reach this conclusion for the following reasons. It is specifically noted that Felipe Martin initially participated in the employee group meetings held on February 27 and 28, and fully supported the position of his coworkers that the announced $1-an-hour wage increase for new employees was unfair because it was more than incumbent employees were scheduled to receive. He continued to support the group decision until the employees were turning in their equipment at the knife room on February 28, and then abruptly changed his mind. In this regard, he separated from the group and told Elizabeth that he did not want to quit his job. This information was communicated to Paquin, who asked Martin if he wanted to quit his job and after Martin said no, he was told to put his equipment back on and return to work. I find Martin's testimony concerning the events of February 28, to be sincere and trustworthy unlike the majority of his coworkers.[10] Indeed, Martin credibly testified that during the February 28 meeting in Hamm's office the employees, through spokesperson Juan Pina, told Paquin that they were going to quit their jobs if they did not get a pay raise. Likewise, Martin credibly testified that while the employees were in the cafeteria after the February 28 meeting in Hamm's office, they told Elizabeth that they could find higher paying jobs at Indiana Packers, and if the Respondent would not give the incumbent employees a $1-an-hour wage increase, they would quit their jobs. While the majority of the other discriminatee's that testified during the hearing denied that they ever told Elizabeth or other Respondent officials that they quit their jobs or could find work elsewhere, employee Guadalupe Barron testified that he told Paquin in one of the employee meetings that he could get a better job elsewhere and that one of his coworkers told Paquin that he could get a better job at Indiana Packers. In this later respect, I find that Barron's testimony is consistent with that of Martin and also find that Martin's testimony is fully consistent with that of Elizabeth, Paquin, Hofer, and Hamm, all of whom testified that in their presence and on a number of occasions, different employees said that if they did not get the same $1-an-hour wage increase as new employees, they would quit their jobs.

Accordingly, based on the forgoing and particularly noting the credible testimony of employees Martin and Barron, I find that the subject employees were not discharged on February 28 for concertedly complaining to Respondent regarding the amount of their wage increase or by engaging in a work stoppage. Rather, I find that the employees voluntary quit their jobs when they learned that the Respondent would not grant them the same wage increase as announced for new employees. Since the General Counsel cannot establish that IBP took any adverse action against the subject employees because they engaged in protected concerted activities, I find that the Respondent did not violate Section 8(a)(1) of the Act and recommend that paragraphs 5(a), (b), (c), (d), and (e) of the complaint be dismissed. See *Manno Electric Co.,* 321 NLRB 278, 280 fn. 12 (1996). Moreover, I find that IBP did not refuse to rehire the 13 former employees after they voluntarily quit their employment in an effort to discriminate against them because they engaged in protected concerted activity. Under the test articulated in *Wright Line,* 251 NLRB 1083 (1990), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), while the General Counsel can establish that the employees engaged in protected activity, and IBP refused to reinstate them, it cannot establish that the employees were not reinstated because of their protected concerted activity. Rather, the employees were not rehired because they voluntarily resigned their employment. Thus, the evidence persuasively shows that IBP would have taken the same action, even in the absence of the employees protected activity. Lastly, I do not find as suggested by the General Counsel that the subject employees were constructively discharged. Rather, as held by the Board in *Comfort Inn,* 301 NLRB 714 (1991), no unlawful discharge was found because there was no evidence that the employer had given the employees the ultimatum between the exercise of Section 7 rights and continued employment; instead, the employees in that case, as in the present case, themselves announced to the employer that they were going to quit and left the premises.

Likewise, I do not find that the Respondent violated the Act when on March 3, it held individual meetings with employees to discern what took place on February 28. In this regard, I conclude that these meetings were held for the sole purpose of determining whether the employees voluntarily quit their jobs and was in response to the employee's request for a meeting to discuss getting their jobs back. Indeed, I find the employee's testimony concerning these meetings and the questions Jepsen asked were not coercive. The evidence establishes that Jepsen made a special trip to the plant on March 3, because corporate headquarters was concerned that a positive initiative of a wage increase was apparently perceived by some employees in a negative fashion, and to determine whether local plant management officials handled the matter appropriately. After Jepsen asked the employees a number of legitimate questions during the investigatory meetings to elicit information regarding the reasons for the employees' resignations and the effectiveness of the new wage structure, he discerned that the employees understood their actions and voluntarily quit their jobs. Accordingly, both local plant management and corporate headquarters determined that the employees voluntarily quit their positions and were not entitled to reinstatement. In the absence of coercion or questioning of employees in a threatening manner, the Board has not found violations of the Act. *Firefighters,* 297 NLRB 865, 871 (1990), and *Emery Worldwide,* 309 NLRB 185 (1992).

Based on the forgoing, I conclude that the Respondent did not coercively interrogate its employees during the individual meetings held on March 3, and recommend that paragraph 5(h) of the complaint be dismissed.

In regard to paragraph 5(g) of the complaint, based on Respondent's admission that it selectively and disparately enforced its rule set forth in paragraph 5(f) of the complaint by applying it against employees who wore union stickers while permitting employees to wear other non-IBP-issued stickers on their hardhats, I find that the Respondent violated Section 8(a)(1) of the Act.

[10] I also credit Martin's testimony that coworker Juan Pina told him after the subject hearing adjourned on October 17, to watch what he said. Although Pina was in attendance at the reconvened hearing on November 19, the General Counsel did not recall him to rebut this testimony.

CONCLUSIONS OF LAW

1. Respondent is an employer in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act by selectively and disparately applying its rule that permits only IBP-issued stickers on hard hats against employees who wore union stickers while permitting employees to wear other non IBP-issued stickers on their hardhats.

4. Respondent did not engage in unfair labor practices within the meaning of Section 8(a)(1) of the Act by discharging its employees for concertedly complaining about the amount of their wage increase and by engaging in a work stoppage over the wage increase or by interrogating its employees about their protected concerted activities.

5. The unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[11]

ORDER

The Respondent, IBP, Inc., Logansport, Indiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from selectively and disparately applying its rule that permits only IBP-issued stickers on hardhats against employees who wore union stickers while permitting employees to wear other non IBP-issued stickers on their hardhats.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its facility in Logansport, Indiana, copies of the attached notice marked "Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 28, 1997.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT enforce our rule that permits only IBP-issued stickers on hard hats selectively and disparately by applying the rule against employees who wore union stickers while permitting employees to wear other non-IBP-issued stickers on their hardhats.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

IBP, INC.

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[11] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[12] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."